

Anthony L. Hall, Esq., NV Bar No. 5977  
 ahall@hollandhart.com  
 Dora V. Lane, Esq., NV Bar No. 8424  
 dlane@hollandhart.com  
 Holland & Hart LLP  
 5441 Kietzke Lane, Second Floor  
 Reno, Nevada 89511  
 Telephone: (775) 327-3000; Fax: (775) 786-6179  
 Attorneys for United Parcel Service, Inc.

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COUNSEL/PARTIES OF RECORD	
JUL 18 2011	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY _____

UNITED STATES DISTRICT COURT  
 DISTRICT OF NEVADA

REBECCA McCRARY, JESIKA HIBBS &  
 SALLY MENNING,

CASE NO. 3:10-cv-00666-LRH-RAM

Plaintiffs,

**CONFIDENTIALITY AGREEMENT AND  
 STIPULATION FOR ENTRY OF A  
 QUALIFIED PROTECTIVE ORDER**

vs.

UNITED PARCEL SERVICE, INC., and DOES  
 1-X,

Defendants.

The undersigned stipulate and agree as follows:

1. This Confidentiality Agreement and Protective Order (the "Order") shall apply to the personnel file of former UPS employee Stacey Whitfield, ~~to UPS's position statement in response to Rebecca McCrary's Charge filed with the EEOC, and to the list of all persons employed with Mr. Whitfield during the last five years at UPS and their contact information~~ <sup>to the contact information</sup> (collectively, "Confidential Information").

2. All Confidential Information shall be used solely for the purpose of this litigation, and will not be used or disclosed outside the context of this litigation. Any person receiving such Confidential Information shall restrict its disclosure to persons authorized to receive the Confidential Information pursuant to this Order. A Confidential Information designation is applicable to all copies and reproductions of any Confidential Information. Nothing herein shall be deemed to restrict the right of UPS, as the producing party, to use its own Confidential Information as it chooses. By

1 entering into this Order, the parties do not waive the right to make any objections to discovery  
2 requests, to the admission of evidence on any ground, to seek further protective order, or to seek  
3 relief from the Court from any provision of this Order.

4 3. Designating Information as Confidential: The Confidential Information is designated  
5 as such by marking the word "Confidential" on the face of the original of the document and each  
6 page so designated, or on the face of the photocopy of the document, and on the photocopies of each  
7 page so designated.

8 4. No Implied Acknowledgement of Confidentiality: Compliance with the terms of this  
9 Order and production or receipt of the Confidential Information shall not in any way operate as an  
10 admission that the Information is Confidential.

11 5. Access to Confidential Information: Access to Confidential Information (except for  
12 the list of all persons employed with Mr. Whitfield during the last five years at UPS, which is  
13 address in the following section) is restricted to the following persons:

14 (a) Counsel of record for the respective parties, including office associates,  
15 paralegals, stenographic and clerical employees;

16 (b) The parties to this action and their representatives, including in-house counsel;

17 (c) Experts or consultants (including their employees, associates, and/or support  
18 staff) who are employed, retained or otherwise consulted by counsel or a party for the  
19 purpose of analyzing data, conducting studies, or providing opinions to assist in any way in  
20 the litigation. Confidential Information that is accessed by experts or consultants shall be  
21 limited to documents that the experts or consultants reasonably need to review in their roles  
22 as experts or consultants;

23 (d) Electronic imaging and/or computer litigation support personnel retained by  
24 one or more of the parties in this litigation or by the parties' counsel;

25 (e) The Court and its personnel, including clerks and stenographic reporters who  
26 record depositions of other testimony in this litigation;

(f) Outside photocopying services, graphic production services, or litigation support services employed by the parties or their counsel to assist in this litigation, and computer personnel performing duties in relation to a computerized litigation system; and

(g) Any other person to whom the producing party agrees in writing.

The parties shall inform each person to whom they disclose or give access to the Confidential Information of the terms of this Order, as well as the obligation to comply with its terms.

6. Filing Documents Under Seal: If a party seeks to file Confidential Information with the Court, the party seeking to file such Confidential Information must first submit a Motion to Allow Filing Under Seal to the Court, unless the producing party agrees in writing that such Confidential Information need not be filed under seal. A Motion to Allow Filing Under Seal must include a specific description of the Confidential Information it seeks to file under seal, along with a clear statement of the facts justifying a seal, including the harm which would result if the Confidential Information was not filed under seal. Such statement must be made by declaration or affidavit. A party may request that such Motion be heard on an Order Shortening Time or emergency basis and the other party hereby consents to the Court shortening the time for such a motion. If a party seeks to file under seal Confidential Information as part of a dispositive motion, that party must demonstrate compelling reasons to the Court for preserving the secrecy of that Confidential Information. If a party seeks to file under seal Confidential Information as part of a non-dispositive motion, that party must demonstrate good cause to the Court for preserving the secrecy of that Confidential Information. If the party seeking to file such Confidential Information is not the producing party, the producing party may also seek to demonstrate good cause or compelling reasons to the Court for preserving the secrecy of that Confidential Information, independently of whatever showing is made by the party seeking to file such Confidential Information. Until the parties otherwise agree or the Court so determines, all Confidential Information shall continue to be treated as Confidential in accordance with this Order. In the event the Court refuses to allow the filing under seal of such Confidential Information, a party shall still be permitted to file such Confidential Information, but it will continue to be treated as Confidential in all other respects. The Court may change the terms of this section of this Order on its own motion after notice to the parties

1 and an opportunity to be heard. All filing deadlines will be tolled while a motion that is filed under  
2 this section is pending before the court.

3 7. Conclusion of Proceedings: Within forty-five (45) days following termination of this  
4 litigation by final judgment, settlement or otherwise (including any appeals):

5 (a) All Confidential Information subject to the provisions of this Order shall be  
6 destroyed or delivered to the producing party.

7 (b) To the extent any Confidential Information is destroyed, the destroying party  
8 shall so represent in writing to the producing party.

9 (c) As to Confidential Information filed under seal, the producing party shall be  
10 obligated to retrieve those documents from the Court and the other party will support any  
11 motion to this effect.

12 8. Jurisdiction and Enforcement: Any person to whom Confidential Information is  
13 disclosed shall be subject to the jurisdiction of the Court for purposes of determining, assuring, and  
14 adjudging such person's compliance with this Order. This jurisdiction shall survive the termination  
15 of this litigation. Any party or person subject to this Order who violates its provisions shall be liable  
16 for damages for any injuries or loss suffered by the producing party as a result of such violation.

17 9. This Order and the agreement embodied herein shall survive the termination of this  
18 litigation and continue in full force and effect.

19 Dated: July 14, 2011.

*Dora Lane*

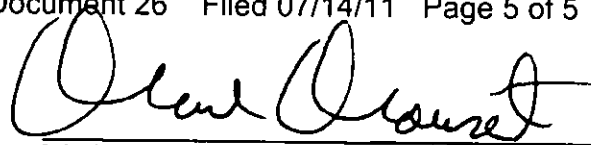
20 ANTHONY L. HALL, ESQ., NV Bar #5977  
21 DORA V. LANE, ESQ., NV Bar #8424  
22 HOLLAND & HART LLP  
23 5441 Kietzke Lane, Second Floor  
24 Reno, Nevada 89511  
25 Phone: 775-327-3000  
26 *Attorneys for Defendant UPS*

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1 Dated: July 18, 2011.



Mark Mausert, Esq., NV Bar # 2398  
[mark@markmausertlaw.com](mailto:mark@markmausertlaw.com)  
930 Evans Street  
Reno, Nevada 89512  
Telephone: (775) 786-5477  
*Attorney for Plaintiffs*

IT IS SO ORDERED.



UNITED STATES MAGISTRATE JUDGE

DATED: July 18, 2011.

HOLLAND & HART LLP  
5441 Kietzke Lane, Second Floor  
Reno, Nevada 89511

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